



Resolution No. 46-2023
Adoption Date June 1, 2023

Sufficiency of Funds Bela Taylor
Form and Legality David Minchella

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE COUNTY OF UNION CONCERNING A DESIGN AND CONSTRUCTION OF RECREATIONAL IMPROVEMENTS TO VARIOUS PARK PROJECTS IN UNION COUNTY

WHEREAS, the Authority has been created by resolution of the Board of Chosen County Commissioners of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq. (the "Act"), and the acts amendatory thereof and supplemental thereto; and

WHEREAS, pursuant to the terms of the Act, the UCIA is authorized to provide public facilities, as such term is defined therein, within the County, including the financing of the acquisition and/or construction of same; and

WHEREAS, the County previously determined to implement various parks improvements; and

WHEREAS, the Union County Board of County Commissioners has determined that it is in the best interests of the residents of Union County to implement such improvements; and

WHEREAS, the County has requested assistance from the UCIA in connection with implementation of the various park projects ("Projects"); and

WHEREAS, the County desires the UCIA's assistance in the actual implementation of the Projects and requests that the Authority undertake all necessary steps to carry out the Projects, as more fully set forth in the attached Shared Services Agreement; and

WHEREAS, in order to facilitate the planning and implementation of the Projects, the County and the UCIA have each determined that it will be economical, efficient and otherwise advantageous to each of them and the residents and taxpayers of Union County to enter into the Agreement, which provides for the UCIA and the County to undertake certain duties and

Commissioner	Motion	Second	Yes/Aye	No-Nay	Abstain	Absent
David Barnett		X	X			
Jonathan Boguchwal			X			
Steve Hockaday			X			
Terri Riley Hudak			X			
Andrea Mojica			X			
Ahmed Shehata			X			
Jenny Davis Toth	X		X			
Scott Huff, Vice Chairman			X			
Christopher Kolibas, Chairman			X			



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Sufficiency of Funds *Pete Taylor*

Form and Legality *David Minchella*

obligations concerning the Projects; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the UCIA and the County are each authorized to enter into this Agreement without public advertising for bids; and

WHEREAS, each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

NOW, THEREFORE BE IT RESOLVED, by the Union County Improvement Authority that the Chairman is authorized to execute the Shared Services Agreement in the form substantially similar to the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.



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SHARED SERVICES AGREEMENT
By and Between the
UNION COUNTY IMPROVEMENT AUTHORITY
and the
COUNTY OF UNION, STATE OF NEW JERSEY

CONCERNING IMPLEMENTATION OF NUMEROUS PARK IMPROVEMENTS

THIS AGREEMENT ("AGREEMENT") is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey (hereinafter referred to as "UCIA"), and the COUNTY OF UNION, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"). The UCIA and the County are hereinafter referred to collectively as "the Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as if set forth at length herein.
2. Duties of the County.
 - A. The County shall, as soon as practicable, provide the UCIA with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence, including anything environmental in nature, concerning the Projects;
 - B. The County shall, at all times, act diligently upon, and work and cooperate with the UCIA, to obtain the necessary approvals for all matters pertaining to the Project. The County shall, at all times, cooperate fully with the UCIA and expeditiously respond to all UCIA requests pertaining to the Projects;
 - C. The County, by way of the appointment of a representative(s) by the County Manager, will receive regular reports and provide regular guidance to the UCIA as the Projects moves forward;



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- D. The County shall assign existing agreements with professionals to the UCIA;
 - E. The County, upon the execution of this Agreement by the parties hereto, transfer to the UCIA, existing funds in the amount of \$1,519,275.00 - \$1,269,275 existing professional services agreement for construction management and \$250,000.00 UCIA Administrative Fee pursuant to Section 4 of this Agreement to the UCIA.
3. Duties of the UCIA: The UCIA shall, with the assistance of an experienced project team and in consultation with the County;
- A. Assist the County with the development of and/or conduct on the County's behalf, any and all plans and/or studies of any kind pertaining to the Projects.
 - B. Assume from the County existing agreements with Professionals as necessary to complete the duties set forth in Section 3;
 - C. Develop and issue the necessary procurement documents and agreement for the design of the Projects, and also for any site work required at the project sites;
 - D. Receive responses to the procurement documents from appropriate firms;
 - E. Evaluate all responses to the procurement documents;
 - F. Select a qualified firm and make a recommendation for award of an agreement, in accordance with the Local Public Contracts Law, for the construction of the Project;
 - G. Supervise the Project development;
 - H. Undertake anything else necessary to facilitate the UCIA's active and primary role in the planning, development and implementation of the Project;
 - I. Obtain approvals and guidance of the necessary State and local agencies;
 - J. Provide regular reports to and include the County's representatives as specified in Section 2(C) in any design, preconstruction and/or construction progress meetings;
 - K. During the performance of its duties, the UCIA shall provide copies of all



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documents to the County.

L. The UCIA shall, at all times, cooperate fully with the County and expeditiously respond to all County requests pertaining to the Project.

M. The UCIA shall provide upon request of the County an accounting of all disbursements of the funds referred to in Section 2 E. and Section 4.

4. Compensation. The UCIA agrees to provide the Services herein to the County in exchange for the sum of not to exceed \$250,000.00 to be paid upon approval and execution of this Agreement.

5. Effective Date. This Agreement shall become effective upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.

6. Term. The term of this Agreement shall be for a period of eighteen (18) months or until the Projects are completed by the UCIA and the County, whichever is longer.

7. Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) days' written notice.

8. Obligation of the Parties. Each Party agrees to fully fund its obligations, if any, under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

9. Limitation of Liabilities. In addition to the other rights and remedies of the parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement. The Parties shall be liable to each other for their own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. seq..

10. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

11. Counterparts: This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.



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12. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

13. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

14. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

15. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement¹ without the written consent of the other Party, except that the County recognizes that the Authority shall perform the services required by this Agreement through the use of its professionals and consultants.

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this _____ day of _____, 2023.

**ATTEST:
AUTHORITY**

UNION COUNTY IMPROVEMENT

By: _____

By: _____
Christopher Kolibas, UCIA Chairman

ATTEST:

COUNTY OF UNION

By: _____

By: _____
Edward T. Oatman, County Manager